

**NOTICE OF TERMINATION OF CONTRACT**

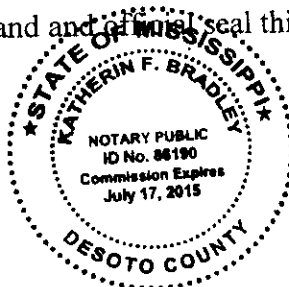
Mr. John Robertson, Jr.,  
2612 McGowen Road  
Lake Cormorant, MS 38680

In Accordance with the right of seller to terminate contract between Mary Robertson as seller and John C. Robertson, Jr. as buyer for the property located at 6315 Honeysuckle Lane, Walls, Mississippi, seller notifies buyer that any contract between them is hereby terminated. Attached is a copy of the purported contract and the Notice of Termination provided per the terms of the contract.

*Mary E. Robertson*  
SELLER

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named Mary Robertson who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as her free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this the 26<sup>th</sup> day of January, 2012.



My Commission Expires:

*Katherine F. Bradley*  
NOTARY PUBLIC

\* Prepared by & Return to:  
TAYLOR JONES & TAYLOR  
P. O. Box 188, Southaven, MS 38671  
662-342-1300

NO TITLE WORK REQUESTED  
AND NONE PERFORMED

### WARRANTY DEED

Dennis L. Duggar and Kay G. Duggar

- Grantor(s)

John C. Robertson, Sr. and Mary E. Robertson

- Grantee(s)

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, Dennis L. Duggar and wife, Kay G. Duggar do hereby sell, convey and warrant unto John C. Robertson, Sr. and wife, Mary E. Robertson, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Lot 2-A, McCarron Subdivision, in Section 35, Township 1 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 16, Page 20, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi, and further subject to all applicable building restrictions and the restrictive covenants of record.

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the parties hereto agree to pay on the basis of an actual proration.

WITNESS our signature this 2nd day of April, 2007.

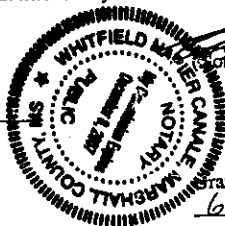
Dennis L. Duggar  
Dennis L. Duggar

Kay G. Duggar  
Kay G. Duggar

STATE OF MISSISSIPPI  
COUNTY OF DeSOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2<sup>nd</sup> day of March, 2007, within my jurisdiction, the within named Dennis L. Duggar and Kay G. Duggar, who acknowledged that he/she/they executed the above and foregoing instrument.

My commission expires:



Grantors' Address:  
2212 Helbrook Ave  
Spartanburg, MS 38671

H- 662-781-2424  
W- 662-781-2424

Grantees' Address:  
6315 Honeyuckle Lane  
Wills, MS 38680

H- 662-781-0982  
W- 662-342-6345



**TAYLOR • JONES • TAYLOR**  
ATTORNEYS

November 28, 2011  
VIA CMRRR NUMBER: 7008 1140 0003 7450 4352

Mr. John Robertson, Jr.  
2612 McGowen Road  
Lake Cormorant, MS 38680

RE: 6315 Honeysuckle Lane, Walls, Mississippi

Dear Mr. Robertson:

Please be advised the undersigned represents Mary E. Robertson in regards to a certain arrangement the two of you have in regards to the above referenced property. It is my understanding that on April 12, 2009 the two of you entered into a Contract for Deed, a copy of which I am enclosing. We will start out by pointing out that I do not have a copy that has been signed by my client and would appreciate receiving the same from you if you have it in your possession.

Please accept this letter as written Notice of several deficiencies by you under the terms of this Contract. Please be advised you are allowed fourteen (14) days from the date of this Notice to cure these deficiencies; otherwise, pursuant to the terms of this agreement my office will give you a written "Notice of Failure to Cure" with an intention to terminate this Contract, if in fact there is a Contract. In this regard, let me point out to you that until I receive a signed copy by Ms. Robertson I am going to operate under the assumption that there is no Contract and advise her accordingly. However, out of an abundance of caution we are still giving you this Notice in the event a Contract does exist.

First off pursuant to the terms of the Contract you are required to have and maintain insurance on the property for its contents, liability, fire, casualty, hazard and wind storm for a sum not less than its full insurable value. I will need a current Declarations page from a reputable Insurance Company and will also need a copy of the policy with the seller being named as the loss payee. It is my understanding this information has never been provided to Ms. Robertson, and for all we know the property is not insured and you are in default of the terms of this portion of the Contract.

Additionally, it is my understanding that you have not been making the payments which are seven hundred dollars and no cents (\$700.00) per month. I will need for you to itemize and provide to me proof that you have made these payments pursuant to the Contract or otherwise bring the payments current to date.

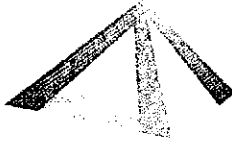
Additionally, I need proof from you that all taxes and assessments on the property have

**BENJAMIN L. TAYLOR**

East Jackson Office  
101 West 5th St. #100 East Jackson, MS  
Jackson, MS 39201  
Phone: 601-930-1722 Fax: 601-930-1727

ben@taylorjones-ayn.com  
licensed in MS & TN

West Jackson Office  
P.O. Box 198 #901 Murfreesboro  
Murfreesboro, TN 37139  
Phone: 615-897-1722 Fax: 615-897-1727



Page 2  
John Robertson, Jr.  
November 28, 2011

**TAYLOR • JONES • TAYLOR**  
ATTORNEYS

been paid by you pursuant to the Contract and I will need this information from the date the Contract was entered until the present. Also, in regards to the maintenance of the property, you are required to maintain the property at all times in a state of good repair and condition pursuant to this paragraph in the Contract. The seller has had to make repairs due to your refusal, neglect and inability, and I am enclosing a copy of number of receipts representing money spent to maintain the property. These receipts total \$2,477.42. Additionally, Ms. Robertson has installed new carpet which cost \$1,400.00, fixed the air conditioner which cost \$700.00, purchased a new appliance which cost \$1,500.00 and also installed fans and blinds in the home which cost \$500.00. This is a total of \$6,577.42, and this amount needs to be paid immediately by you pursuant to the terms of the Contract.

Lastly, I am again asking for a copy of this Contract signed by my client as soon as possible. As I stated before, if you do not have an original Contract with her signature on it then this may be a waste of time and there may be no need for you to do any of the foregoing. However, if it is your position that a valid Contract exists then you will need to send me a copy of the same and also comply with the demands referenced above. Again, in the event a Contract does exist please be advised that this is your Notice pursuant to the Contract and that you have fourteen (14) days from the date of this Notice to cure these defaults. If they are not cured within the fourteen (14) day time period, the seller will move forward with her optional remedies stated in the Agreement.

I appreciate your attention to this matter, and if you have any questions or concerns regarding this please contact my office. Since I am representing Ms. Robertson there is no need for you to contact her directly, it is her desire that you deal directly with me. Therefore, please direct all future communications to this office.

Sincerely,

TAYLOR JONES TAYLOR

Benjamin L. Taylor  
Attorney at Law

BLT/ej  
Enclosures as stated  
cc: Mary E. Robertson

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**BENJAMIN L. TAYLOR**

**Memphis Office**  
PO Box 591 / 133 East Commercial St.  
Memphis, MS 38662  
Ph: 901-449-4050 Fax: 901-449-4051

ben@taylorjonestaylor.com  
Licensed in MS & TN

**Southaven Office**  
PO Box 148 / 961 Main Street  
Southaven, MS 38687  
Ph: 662-342-1300 Fax: 662-342-1301

# CONTRACT FOR DEED

THIS CONTRACT FOR DEED is made and entered into this 12th day of April, 20 09, by and between Mary E. Robertson, (hereinafter referred to as "Seller"), and John C. Robertson, Jr, (hereinafter referred to as "Buyer"), collectively referred to Parties.

**WITNESSETH, that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, his heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, clear of all encumbrances by a good and sufficient warranty deed or equivalent deed, that Property ("Property") situated at 6315 Honeysuckle Lane , Walls in the County of Desoto, State of Mississippi, more fully described on Exhibit "A", attached hereto and made a part hereof.**

The sale of the Property (and the term "Property") shall include all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way. The sale of the Property shall also include the following fixtures and personal property associated with the Property (unless specifically excluded below), all of which (if any) are owned by Seller free and clear of all liens and encumbrances, including: gas heaters; propane tanks (including propane if owned); central heating, ventilation and air conditioning equipment and fixtures; sump pumps; attached TV antennas and cables; lighting and light fixtures; plumbing equipment and fixtures; attached mirrors; linoleum; wall-to-wall carpet; window and porch shades; blinds; storm windows and doors; screens; curtain and drapery rods; awnings; automated garage door openers and remote control units; keys; attached humidifiers; attached outside cooking units; attached fireplace screens and/or glass doors; attic and ceiling fans; built-in kitchen appliances; and:


Items). (Included

**The following items are specifically excluded from this contract and shall not be transferred to Buyer as a part of the Property:**

Items	(Excluded
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## PRICE AND PAYMENT

Buyer herein covenants and agrees to pay to the Seller the sum of fourty six thousand five



hundred and twenty one Dollars (\$46,521.00) as the purchase price for the Property, as follows (*select and initial one or more that apply*):

The principal sum of fourty six thousand five hundred and twenty one Dollars (\$46,521.00) with interest on the whole sum at the variable rate of ( 2 -8 %) percent per annum, payable in monthly installments of seven hundred Dollars (\$700.00) beginning on the 1st day of June, 20 09, and continuing on the 1st day of each and every month thereafter, until the remaining principal and interest is paid in full.

Any interest that may be charged, shall be computed monthly and deducted from the payment and the balance of the payment shall be applied to the principal

#### **SECURITY**

This Contract shall stand as security for the performance of Buyer and as security of the payment of the obligation of Buyer under this Contract. All improvements on the Property, including, but not limited to, buildings, fixtures, trees or other improvements now on the Property, or hereafter made or placed thereon, shall also be part of the security for the performance of this contract and shall not be removed from the Property.

#### **AS-IS CONDITION OF PROPERTY**

Buyer accepts the Property "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

#### **DEED AND EVIDENCE OF TITLE**

Upon payment of the total purchase price and other amounts, including any late charge, by Buyer, Seller will, at Seller's expense, deliver a Statutory or General Warranty Deed to the Property to Buyer, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

#### **TITLE**

Title shall be conveyed free and clear of all encumbrances except those mortgages or liens, if any, mentioned herein, easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry or other reverter right which amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered, and thereafter.

#### **TAXES AND ASSESSMENTS**

The Buyer agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the date of this Contract.

#### **RISK OF LOSS AND INSURANCE**

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Risk of loss by negligence, fire or other casualty is on the Buyer. The Buyer agrees to keep the Property insured, by at least content, liability, fire, casualty, hazard, and windstorm, insurance, with an insurance company satisfactory to the Seller for a sum not less than its full insurable value. All insurance proceeds shall be payable to the Seller. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

a. If the damage to the Property and/ or building(s) is less than fifty (50%) percent of the total value of the improvements, the Buyer shall be obligated to repair or reconstruct, as the case may be, and the Seller shall either turn over the insurance proceeds to the Buyer or apply the proceeds directly to the costs of such repair or reconstruction, the Buyer being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the Buyer being liable for any deficiency after application of the insurance money to such costs.

b. If the damage to the Property and/ or building(s) is in excess of fifty (50%) percent of the total value of the improvements, the Buyer shall have the option as to whether to repair or reconstruct following such casualty loss.

(1) If the Buyer elects not to repair or reconstruct, then the unpaid balance of the purchase price, together with accrued interest to date, but excluding unearned interest, shall at the option of the Seller become due and payable forthwith, and the insurance proceeds shall be applied towards the application of such sum, any surplus of the insurance proceeds over and above the Buyer's obligations shall be paid to the Buyer. In the event that the contract is paid out as a result of the application of the insurance proceeds, the Seller shall deliver a deed to the Buyer and consummate the transaction. In the event the contract is not paid out as a result of the application of the insurance process pursuant to an election not to repair or reconstruct after casualty, the proceeds shall be credited to the account of the Buyer and the Buyer will continue to make regular payments pursuant to the terms of the contract until the Buyer's obligations are satisfied and the contract consummated.

(2) If the Buyer elects to repair or reconstruct, the insurance proceeds shall be applied by the Seller to the costs of such repair or reconstruction, the Buyer shall submit the building plans to the Seller for approval, which approval shall be granted if the value of the land after the repair or reconstruction will equal or exceed the value of the land immediately prior to the casualty. If requested by the Buyer, the Seller will, after approval of the Buyer's building plans, turn over the insurance proceeds to an insurance trustee for the purpose of paying for the repairs or reconstruction. Any surplus of insurance proceeds over and above the costs of repair or reconstruction shall be delivered to the Buyer, and any deficiency remaining after application of such proceeds to the costs of repair or reconstruction shall be paid by the Buyer.

**PREPAYMENT**

The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have twenty (20) days in which to deliver a warranty deed or equivalent deed.

**POSSESSION OF PROPERTY**

Upon execution of this Contract Buyer shall take possession of the Property and shall enjoy peaceful possession of the Property for as long as all payments due under this agreement are made in a timely manner and all other terms and covenants are complied with.

**TIME OF THE ESSENCE**

Time is of the essence with respect to the terms and provisions of this Contract. The time of each payment shall also be an essential part of this contract.

**DEFAULT BY SELLER**

In case of the failure of the Seller to comply with the terms of this Contract or to perform any of the covenants hereby made and entered into, the Buyer shall have the option to collect damages at law or to demand specific performance, costs and reasonable attorney's fees from the Seller.

**DEFAULT BY BUYER**

If Buyer fails to make any payment due under this Contract or fails to perform any covenant, term or condition required by this Contract on or before the due date, Seller shall give Buyer a notice of default or performance ("Notice"). The Notice shall state that Buyer is allowed fourteen (14) days from the date of the Notice to cure the default or performance. If the default or failure of performance is not cured within the 14 day time period, then Seller shall have, at Seller's option, any of the following remedies:

(a) Give Buyer a written notice specifying the failure to cure the default or performance ("Notice of Failure to Cure") and informing the Buyer that if the default continues for an additional fifteen (15) days after service of the "Notice of Failure to Cure" that without further notice, this Contract shall be cancelled and terminated and Seller may regain possession of the Property as provided herein. Buyer shall forfeit all payments made by him to date on this agreement (including taxes and assessments ) and said amount (paid to Seller) shall be retained by the Seller in full satisfaction and liquidation of all damages sustained by the Seller. Seller shall have the right to reenter and to take immediate possession of the Property without being liable in any action in trespass, or otherwise, and to seek such self-help remedies or other remedies as shall place the Seller in exclusive possession of the premises. Buyer expressly agrees that in the event of default which is not cured by Buyer and termination of this Contract, and if Buyer fails to vacate the Property, Seller shall have the right to obtain possession by appropriate court action. Seller shall also be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Buyer.





(b) Give the Buyer a written notice specifying the failure to cure the default or performance ("Notice of Failure to Cure") and informing the Buyer that if the default continues for an additional fifteen (15) days after service of the "Notice of Failure to Cure" that without further notice, the entire principal balance and any unpaid interest shall be due and payable immediately, and Seller may take any appropriate action against Buyer for collection of the entire principal balance and any unpaid interest according to the laws of the State of

\_\_\_\_\_. All costs and expenses of collection, by foreclosure, or otherwise, including reasonable attorney's fees, shall be paid by the Buyer, and all such sums are hereby secured by this agreement.

#### **MAINTENANCE OF PROPERTY**

The Buyer will not permit, commit or suffer waste and will maintain the Property at all times in a state of good repair and condition, and will not do or permit to be done anything to the Property that will in any way impair or weaken the security of the Seller's title. In case of the refusal, neglect or inability of the Buyer to repair and maintain said Property, the Seller may, at the Seller's option, make such repairs or cause the same to be made, and advance money in that behalf, which sums advanced or costs of repairs shall be the obligation of the Buyer and shall be secured by this Contract.

#### **RETURN OF PROPERTY**

In the event this Contract is terminated and Buyer is required to return the Property to Seller as may be required by the terms of this Contract, Buyer agrees to return the property to Seller in substantially the same condition, as it now exists, ordinary wear and tear excepted. Seller reserves the right to inspect the property at any time by giving Buyer reasonable notice.

#### **RECORDING**

While this Contract may be recorded, the Seller may record a Notice of Termination of said Contract if the Buyer defaults in the performance of the Buyer's obligations and responsibilities under this Contract under the laws of the State of

#### **MORTGAGE BY SELLER**

During the lifetime of this Contract, Seller may place a mortgage on the Property, which shall become a lien on the Property, superior to the rights of the Buyer, or may continue and renew any existing mortgage on the Property, as long as the total amount due on all outstanding mortgages is not, at any time, greater than the unpaid balance under this Contract.

If Seller's interest in the Property is at any time encumbered by a mortgage, Seller agrees to perform all obligations under the mortgage and to make all payments of principal and interest on the mortgage as they become due. Seller further agrees to produce evidence of any such payments to Buyer upon Buyer's demand. If Seller defaults on any such mortgage or land contract, Buyer shall have the right to make any necessary payments or

take any necessary actions to cure the default and Buyer will be reimbursed by receiving credit to this Contract to apply to any payments that are due or will become due.

#### CONVEYANCE BY SELLER

The Seller reserves the right to convey, Seller's interest in the Property. Such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract

#### JOINT AND SEVERAL LIABILITY

If there is more than one Buyer, then all Buyers covenant and agree to joint and several liability and obligations with respect to this Contract.

#### REINSTATEMENT AFTER ACCELERATION

If Buyer defaults under the terms of this Contract and payments are accelerated hereunder, Buyer shall have the right to reinstate this Contract as allowed by the laws of the State of \_\_\_\_\_, provided that Buyer:

- (a) pays Seller all sums due at that time under this Contract as if no acceleration had occurred;
- (b) cures any default or other covenant or agreement; and
- (c) reimburses all expenses incurred by Seller in enforcing this Contract and protecting Seller's interest in the property, including, but not limited to, reasonable attorneys' fees.
- (d) pay any reinstatement amounts and expenses by: cash, valid money order, valid certified check, valid bank check, or valid cashier's check

In the event of any reinstatement, this Security Instrument and any obligations secured hereby shall remain fully effective as if no acceleration had ever occurred.

#### NOTICES

Any notice to be given or to be served upon any party hereto, in connection with this Contract, must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: (1) in person; (2) by certified mail; or (3) by overnight courier as follows: If to Seller:

Seller \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_  
 State and Zip \_\_\_\_\_

Seller \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_  
 State and Zip \_\_\_\_\_

and if to Buyer:

Buyer \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_  
 State and Zip \_\_\_\_\_

Buyer \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_  
 State and Zip \_\_\_\_\_

#### **ASSIGNMENT OR SALE BY BUYER**

Buyer shall not sell, assign, transfer or convey any interest in the Property or this Agreement, without the prior written consent by Seller. In the event Seller gives Buyer permission to transfer or convey Buyer's interest, such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

#### **PARTIES**

If Seller or Buyer constitutes two or more persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the Contract requires. Unless identified as Seller or Buyer, no real estate professional, escrow agent or closing agent is a party to this Contract.

#### **SINGULAR, PLURAL AND GENDER**

The words "Seller" and "Buyer" herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context so admits or requires.

#### **PENDING LITIGATION**

Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

#### **GOVERNING LAW**

This Contract, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of \_\_\_\_\_.

#### **DISPUTES**

(select appropriate provisions)

☐ **Litigation.** If a dispute arises, either party may take the matter to court.

☐ **Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

☐ \_\_\_\_\_  
☐ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory

compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

☐ **Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

- ☐ \_\_\_\_\_  
☐ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

- ☐ \_\_\_\_\_  
☐ an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

#### **ATTORNEY FEES AND COSTS**

In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

#### **SEVERABILITY**

If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

#### **WAIVER**

If one party waives any term or provision of this contract at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this contract, that party retains the right to enforce that term or provision at a later time.

#### **BINDING EFFECT**

This Agreement and covenants herein shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, executors, administrators, personal representatives and assigns. However, nothing shall authorize a transfer in violation of any other provisions in the Agreement.

**COUNTERPARTS**

This Contract may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

**INTERPRETATION**

Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

**TYPEWRITTEN OR HANDWRITTEN PROVISIONS**

Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

**ENTIRE AGREEMENT**

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

**ADDITIONAL AGREEMENTS**

Seller and Buyer additionally agree that:

Buyer May Rent or Lease purchase Property  
to A third party.  
The Monthly Interest Rate will be charged to  
the Buyer According to the Current Rate charged  
to the Seller Regions Bank on the Current Note

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. CONSULT AN ATTORNEY AND A TAX PROFESSIONAL BEFORE SIGNING IT, TO MAKE SURE YOU UNDERSTAND ALL OF THE TERMS AND LEGAL AND TAX CONSEQUENCES.**

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Signature \_\_\_\_\_  
 Seller \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_  
 State and Zip \_\_\_\_\_

Signature \_\_\_\_\_  
 Seller \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_  
 State and Zip \_\_\_\_\_

Signature John Robertson Jr  
 Buyer John Robertson Jr  
 Date 4/12/09  
 Address: 2612 McGowan Rd.  
 City Lake Conroe  
 State and Zip TX 77380

Signature \_\_\_\_\_  
 Buyer \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City \_\_\_\_\_  
 State and Zip \_\_\_\_\_

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**EXHIBIT "A"**

Legal Description of Property: Double wide mobile home and 3 acres of land and all out buildings at 6315 Honeysuckle Lane, Walls, Mississippi. 38680

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

### Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- 

(ii)   X   Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the Seller (Check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

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(ii)   X   Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c)   X   Purchaser has received copies of all information listed above.

(d)   X   Purchaser has received the pamphlet Protect Your Family From Lead In Your Home.

- (e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the

presence of lead-based paint and/or lead-based paint hazards; or

(ii)   X   waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(e)-X— Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	
Date			
_____	_____	_____	_____
Agent	Date	Agent	Date

*gpc*





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7260 INTERSTATE BLVD  
HORN LAKE MS 38637 (662) 349-6080

2903 00059 38923 06/15/11 05:22 PM  
CASHIER SELF CHECK OUT - SCOT59

720416002961 DISTINCTION <A>	227.00
045162501385 PRO TOOL KIT <A>	9.49
022078915722 LTO MAIL <A>	
693.47	20.82
010306101134 TILE TROWEL <A>	2.79
077027006124 GE SILEXONE <A>	
294.97	9.94
SUBTOTAL	270.04
SALES TAX	18.90
TOTAL	\$288.94
XXXXXXXXXXXX8266 DEBIT	288.94
AUTH CODE 631277	



2903 59 38923 06/15/2011 4836

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 09/13/2011

THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS

GUARANTEED LOW PRICES  
LOOK FOR HUNDREDS OF  
LOWER PRICES STOREWIDE



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7260 INTERSTATE BLVD  
HORN LAKE MS 38637 (662) 349-6080

2903 00003 29813 06/18/11 08:44 AM  
CASHIER MARILYNN - MRG3279

021230711077 TAPE <A>	2.97
045242257988 3/8 ARBOR <A>	15.97
076812211132 FOLDING RZR <A>	
297.98	15.96
045242198375 HOLESAW <A>	8.47
SUBTOTAL	43.37
SALES TAX	3.04
TOTAL	\$46.41
XXXXXXXXXXXX8892 VISA	46.41
AUTH CODE 06073176932532	TA



2903 03 29813 06/18/2011 3769

RETURN POLICY DEFINITIONS



LOWE'S HOME CENTERS, INC.  
178 GOODMAN ROAD WEST  
SOUTHAVEN, MS 38671 (662) 536-3245

SALE

SALES #: S1721JC9 1586196 06-10-11

317061 HB 52" CHESHIRE II CFAN A	332.20
69.94 DISCOUNT EACH	-3.50
5 B 66.44	
297107 39 X 64 WHITE VINYL 2" R	126.21
18.90 DISCOUNT EACH	-0.95
7 B 18.03	
442 CRACK GLASS WINDOW FILM 3	2.09
33.78 DISCOUNT EACH	-1.69
107204 LCC SYSTEM USE ONLY	00

SUBTOTAL:

TAX:

INVOICE 27067 TOTAL:

TOTAL DISCOUNT: 25.84

LCC:XXXXXXXXXX3451 AMOUNT: 524.44 PEINCD:001530

KEYED RE:ID:R02310451 06/10/11 13:48:34

STORE:1771 INTERNAL:27 06/10/11 13:48:52

ITEM PURCHASED: 13

INCLUDES FEES, SERVICES AND SERIAL ORDER ITEMS



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7260 INTERSTATE BLVD  
HORN LAKE MS 38637 (662) 349-6080

2903 00057 19273 06/11 10:38 AM  
CASHIER SELF CHECK OUT - SCOT57

030699152698 CORNER BRACE <A>	5.20
070048183305 ELRIBSERTRM <A>	
293.97	7.94
769887002933 1X12X4 NO.2 <A>	
295.22	12.44

SUBTOTAL	26.66
SALES TAX	1.87
TOTAL	\$28.53
CASH	100.00
CHANGE DUE	71.47



2903 57 19273 06/19/2011 5461

RETURN POLICY DEFINITIONS  
POLICY ID: DAYS POLICY EXPIRES ON  
A 90 09/17/2011

THE HOME DEPOT RESERVES THE RIGHT TO





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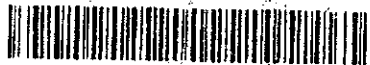
7260 INTERSTATE BLVD  
HORN LAKE MS 38637 (662)349-6080

2903 00057 21006 06/20/11 10:58 AM  
CASHIER SELF CHECK OUT SCOT57

048643071605 SPI THER-A	3.34
037064183141 PAINTER-JUN SA,S	4.97
070048205309 TUB SEAL-A	
299.63	19.26
030192940051 MINSPIRITSOT-A	7.64
070048133152 MGBTBCKMLDRG-A	
294.36	8.72
071121511003 ANT GRANULES-A	7.47
NLP Savings \$1.01	
048643178625 TUBING-A	
299.66	19.32

SUBTOTAL	70.72
SALES TAX	4.95
TOTAL	\$75.67
XXXXXXXXXXXX8266 DEBIT	75.67
AUTH CODE 660730	

NEW LOWER PRICE (NLP) SAVINGS \$1.01



2903 57 21006 06/20/2011 5875

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 09/16/2011

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LOWER PRICES STOREWIDE



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7260 INTERSTATE BLVD  
HORN LAKE MS 38637 (662)349-6080

2903 00022 60453 06/18/11 09:54 AM  
CASHIER MELODY - MLK909

045242198399 HOLESAN-A 9.27

SALES TAX	0.65
TOTAL	\$9.92
CASH	10.00
CHANGE DUE	0.08



2903 22 60453 06/18/2011 8654

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 09/16/2011

THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS

GUARANTEED LOW PRICES  
LOOK FOR HUNDREDS OF  
LOWER PRICES STOREWIDE

LOWE'S

LOWE'S HOME CENTERS, INC.

178 GOODMAN ROAD WEST

SOUTHAVEN, MS 38671 (662) 536-3245

SALES W. FSTLANE3 13 06-13-11

303160 50' PHONE CRD W/ENDS MHT	6.58
12253 8'X3/800X3/800 SS DISHMAS	16.98

SUBTOTAL	23.56
TAX	1.65
INVOICE 05054 TOTAL	25.21
VISA	25.21

VISA:XXXXXXXXXXXX8892 AMOUNT:25.21 AUTHCD:017207  
SHIPPED REFID:803910589 06/13/11 16:37:25

STORE: 1721 TERMINAL: 05 06/13/11 16:37:35

H OF ITEMS PURCHASED: 2  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS





LOWE'S HOME CENTERS, INC.  
178 GOODMAN ROAD WEST  
SOUTHAVEN, MS 38671 (662) 536-3245

- SALE -

SALES #: S1721HW1 1255015 07-04-11

23561 5/8"X100' RBR/VINYL GARDE	27.98
121784 DRP LAUREY SH CRISTAN KNO	41.86
23 0 1.82	
200962 POLY RED PISTOL GRIP NOZZ	2.70
246379 RUBBERMAID FASTSET BACK C	3.34
246393 ROND HALL END BRACKET	8.36
2 0 4.18	
5591 175' HOSE REEL CART	19.98
27.98 DISCOUNT EACH	-8.00

SUBTOTAL: 104.22

TAX: 7.30

INVOICE 09173 TOTAL: 111.52

VISA: 111.52

TOTAL DISCOUNT: 8.00

VISA:XXXXXXXXXXXX7155 AMOUNT:111.52 AUTHCD:006663

SWIPED REFID:803910413 07/04/11 09:43:54

*Dean [Signature]*

# A-I SEPTIC TANK & DRAIN SERVICE

6809 Peyton Road  
Coldwater, Mississippi 38618  
COLDWATER, MS  
Ph: 233-4565  
MEMPHIS, TN  
Ph: 396-2181

NESBIT, MS  
Ph: 429-2158  
OLIVE BRANCH, MS  
Ph: 895-8950



6/4

20

11

TO

Terr Boylan  
6315 Honey Suckle Ln  
901-461-0265

SEPTIC TANK CLEANED 1000 gal 280=

TREATMENT PLANT CLEANED (1/2 hr charge) 50=

CHLORINATOR CLEANED (Extra charge)

GREASE TRAP CLEANED

OUTLET LINES

INLET LINES

30 RETURNED (CHECK # 7157 Sub-Total 330=

This Bill Is to Be Paid

Upon Completion of Work

X *Dean Boylan*  
Work Authorized by

AGREEMENT:

Notice: When trucks or tractors are driven on premises at your request or consent, it is strictly at your own risk and we will not be responsible for any damages.

This transaction constitutes entire agreement between signer and A-I and signature of signer is acknowledgment of same. Failure to make payment within thirty days is basis for legal action to be taken and signer agrees to pay all court costs and reasonable attorney fees, and hereby waives all right of exemption under the laws of the state of residence.

I paid Shawn Boylan and her crew \$ 200.00 to clean out the trash and debris from 6314 Honeysuckle Lane Walls, Ms 38680. It took over two days due to the amount of trash that was left at the property.

Shawn Boylan

I paid Gary Boylan \$100.00 to fix water leak, septic pipe and air ducts under the trailer at 6314 Honeysuckle Lane Walls, Ms 38680

Gary Boylan

- 1) There is no kitchen window – I had to put plastic over it
- 2) Most of all the windows are broken and I had to put plastic over them to keep the air in
- 3) I paid John Robertson to put in a air unit that he told me was fairly new, then I had to have someone come clean the outside unit that was so dirty like it was sitting in a dust field.
- 4) The pipe from the toilet to the septic was undone. I had to get my son to fix it
- 5) While under the trailer my son and nephew found a bad water leak. I called John and he told me to see if they could fix it because he didn't have time.
- 6) The kitchen pipes leaked and flooded under the sink. He never came to fix it. I had someone fix the pipe and replace the faucet. The cabinet under the sink can not be used cause the shelf will collapse due to the leak.
- 7) I had to have someone come out and drain the septic, which he told me he thought might be full
- 8) The duct work under the trailer and vents into the house were all loose and some not attached and others with big gaps in them. I had to pay my son and nephew to crawl under the trailer and try to fix them so that I would not lose all the air.
- 9) There is still underpinning missing from the trailer
- 10) I had to pay to have someone come in and clean the trailer out before we could start doing anything from the last renters he had. There was probably 2 commercial dumpsters full of stuff, trash, etc in and around the trailer. There were rats, roaches, flees, etc.
- 11) I had to have a bug company come out twice to get rid of the flees
- 12) The carpet that was just like carpet tiles throughout the house was nasty and smelled like cat pee that we had to pull it all out and deodorize the plywood floor underneath to get rid of the smell
- 13) There were no appliances, so I bought stove, refrigerator and dishwasher that was agreed upon and I bought a washer and dryer that will go with me when I leave.
- 14) I put new carpet throughout the house, new light fixtures because they were either missing or did not work.
- 15) I had to pay someone to clean up all the trash that was on the back of the trailer and property
- 16) There are two full bathrooms but one the toilet is broke in half and the tub leaks, John did not have time to do anything with it so it is still not working.
- 17) The other bathroom I had to pull up the floor due to the cat pee smell and put new floor down and put a new tub surround in because the other had cracks and was leaking.
- 18) I put new blinds on all windows
- 19) The cover on the front porch leaks when it rains right at the front door to where it comes inside. John showed it to me and told me to get my son to caulk it
- 20) Now that it is getting cold, he came over because the heat didn't work. So he unwired the air and wired up the heat pump. He told me that I would need to get some gas heaters or something because the heat pump would only get it to 66 degrees and when it gets down in the 20's outside it would not work. He said he had a gas wall furnace but I would need to get the propane tanks. That has been about 3 weeks and I have not heard from him since. So I have bought some space heaters for now.
- 21) Very few outlets work through out the trailer. John left the new outlets but didn't replace them.



TAYLOR • JONES • TAYLOR  
ATTORNEYS

January 4, 2012  
VIA CMRRR NUMBER: 7008 1140 0003 7450 4369

Mr. John Robertson, Jr.  
2612 McGowen Road  
Lake Cormorant, MS 38680

RE: 6315 Honeysuckle Lane, Walls, Mississippi

Dear Mr. Robertson:

I previously wrote to you on November 28, 2011 regarding the above referenced property. Per our previous correspondence, you were allowed fourteen (14) days to cure your certain deficiencies. We have not received the same, and pursuant to the terms of the Agreement we referred to in our previous correspondence, and out of abundance of caution, please accept this as our "Notice of Failure to Cure" with the intention to terminate this Contract, if in fact there was ever a Contract. Pursuant to the terms of this supposed Contract if this default continues to run an additional fifteen (15) days the Contract will be cancelled, terminated and the seller will have all rights given under the terms therein.

As I relayed to you in previous correspondence, if you have any questions or concerns regarding this please contact my office. Do not contact Ms. Robertson directly since it is her desire that you deal directly with me.

Sincerely,

TAYLOR JONES TAYLOR

Benjamin L. Taylor  
Attorney at Law

BLT/ej

cc: Mary E. Robertson

**BENJAMIN L. TAYLOR**

Benjamin L. Taylor  
2612 McGowen Road  
Lake Cormorant, MS 38680  
Phone: 662-436-1140

Benjamin L. Taylor  
Licensed in MS & TN

Benjamin L. Taylor  
2612 McGowen Road  
Lake Cormorant, MS 38680  
Phone: 662-436-1140